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July 22, 1999

ERIC FISHMAN
202-828-1849

Internet Address:
rsifers@hklaw.com

VIA HAND DELIVERY

Magalie Roman Salas, Esq., Secretary
Federal Communications Commission
The Portals, TW-A325
445 Twelfth Street, S.W.
Washington, D.C. 20554

RECEIVED

JUL 22 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Startec Global Operating Company and PCI Communications, Inc.
Joint Request for Expedited Waiver
CC Docket No. 94-129/

Dear Ms. Salas:

Submitted herewith on behalf of Startec Global Operating Company ("Startec") and its affiliate PCI Communications, Inc. ("PCI") is a copy of the Purchase Agreement, dated as of July __, 1999, by and between Startec, PCI and GST Telecom Pacific, Inc. ("GST") referenced in the above-captioned pleading. Startec and PCI respectfully urge the Commission, pursuant to Section 0.459 of the Commission's rules, 47 C.F.R. § 0.459, to withhold the enclosed document from public inspection since information contained in this submission is privileged, confidential and proprietary, is not otherwise publicly available, and its disclosure could result in substantial competitive harm to the companies. In the event the instant request for confidentiality is denied, Startec and PCI respectfully request the Commission to return the enclosed document to the undersigned counsel.

An extra copy of this filing is enclosed. Please date-stamp the copy and return it to me.

No. of Copies rec'd 0 + 1
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Magalie Roman Salas, Esq.
July 22, 1999
Page 2

If you have any questions, please contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Eric Fishman", with a stylized, cursive script.

Eric Fishman
Counsel for Startec Global Operating Company
and PCI Communications, Inc.

Enclosure

cc: Ms. Kimberly Parker, FCC (by hand)
WAS1 #559594 v1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated as of July 8, 1999 ("Agreement"), is by and among Startec Global Operating Company, a Delaware corporation ("Buyer"), and GST Telecom Pacific, Inc. ("Seller"), and additionally, as to Section 1.1(f) and Articles XIX and XXI only, PCI Communications, Inc., and GST Pacwest Telecom Hawaii, Inc.

WHEREAS, Seller is engaged in the business of providing, among other things, certain residential and business long distance telecommunications, special access, Internet and calling card services to non-carrier customers in the Commonwealth of Guam (the "Services"), and

WHEREAS, Buyer desires to purchase on a going-concern basis and Seller wishes to sell to Buyer, certain defined assets, including Seller's contracts, purchase orders and other ancillary rights relating to Seller's provision of the Services, all as listed in Appendix A to this Agreement, but not any other assets of Seller in the Commonwealth of Guam or elsewhere, or any other assets, services or equipment, and Seller desires to assign to Buyer and Buyer desires to assume from Seller such assets, all upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the foregoing premises, the representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. SALE AND PURCHASE

Section 1.1 Sale of Purchased Assets. In reliance on the representations, warranties and covenants contained herein and subject to the terms and conditions hereof, at the Closing (as hereinafter defined), Seller will sell, assign, convey, transfer and deliver to Buyer free and clear of any and all liabilities, liens, claims, restrictions or encumbrances of any kind whatsoever other than the Assumed Liabilities (as hereafter defined), and Buyer will purchase, receive and accept from Seller, on a going-concern basis, as they exist on the Closing Date, all right, title and interest that Seller possesses and has the right to transfer in and to all the following assets (collectively, the "Purchased Assets"):

(a) Customer List. All of Seller's rights to provision the Services to the specific customers identified in Appendix A and all additional customers acquired by Seller between the execution of this Agreement and the Closing Date (collectively, the "Customer List"), and all of Seller's right to provide ancillary services to, or related to, provision of the Services to the Customer List, including without limitation, billing and collection, as specified on Appendix A;

(b) Contracts. All of Seller's right, title and interest in and to each contract, letter of agency, sales order, purchase order, and other form of customer authorization for the Services, including, but not limited to, the eleven written contracts referred to in Appendix A (the "Customer Contracts"), agent agreements, commitments, work orders, and independent third party verifications, engagements and understandings by and person or entity with Seller with respect to the provision of the Services to the Customer List (all of the foregoing are specified on Appendix A and are to be referred to collectively herein as the "Contracts");

(c) Books and Records. Copies of relevant portions of all books of account, financial and accounting records and other data of Seller relating to the Customer List and Contracts (collectively, "Records");

(d) Pending Contracts. Any written quotation, bid or proposal made prior to the date hereof by Seller or by an agent of Seller to maintain or expand the Customer List, that if

accepted would lead to a contract for the provision of services or products similar to those now provided to the Customer List and that is listed on Appendix A (collectively, "Pending Contracts");

(e) Intellectual Property. All mailing lists, client lists, customer and prospect lists, and account files, price lists, information relating primarily to the customers comprising the Customer List and the Contracts (including, without limitation, financial information (other than Seller's own cost data); and

(f) PCI Communications Accounts Receivable. Release of PCI Communications, Inc.'s obligations to pay the specific and defined accounts receivable due and owing to Seller and its parent, affiliate, and subsidiary companies from PCI Communications, Inc. in the amounts of approximately \$137,000 and \$401,000. PCI Communications, Inc. is an affiliate of Buyer.

(g) Customer Premise Equipment. Any and all customer premise equipment owned by Seller and used in conjunction with the hospitality contracts identified on Appendix A.

Section 1.2 Excluded Assets As Seller will remain an ongoing telecommunications business, notwithstanding anything contained in Section 1.1 hereof to the contrary, Seller is not selling, and Buyer is not purchasing, pursuant to this Agreement, any of the following, all of which shall be retained by Seller (hereinafter referred to collectively as the "Excluded Assets"):

(a) Cash. Cash and cash equivalents, including without limitation cash working capital and funds from customers held in lockboxes as of the Closing Date;

(b) Certain Books and Records. All books, records, correspondence and other information which relates to the Excluded Assets or Excluded Liabilities;

(c) Tax Refunds and Deposits. Any tax refunds or insurance refunds from prepaid insurance for any period in time, and any insurance deposits or recoveries from claims with respect to periods (or portions thereof) ending prior to the Closing Date;

(d) All Platforms and Software. All platforms owned or leased by Seller and all related software or agreements related to such software unless specifically identified in Appendix A;

(e) Pre-Closing Accounts Receivable. Accounts receivable (excluding those accounts receivable specified in Section 1.1(f)), and all prepayments under any Contracts Buyer assumes hereunder which relate to services to be provided prior to the Closing Date, and all deposits that exist as of the Closing Date for the Customer List;

(f) Intellectual Property. Any and all trademarks, including without limitation any trademarks beginning with the prefix "GST," copyrights, trade names of any sort, and all other intellectual property not specifically identified in Section 1.1(e) or Appendix A; and

(g) All Other Assets. Any consideration received by Seller pursuant to this Agreement, all equipment and any other assets of Seller and its affiliates, the rights of Seller under this Agreement, and any agreements and assets not specifically identified in Appendix A.

Section 1.3 Assumption of Liabilities and Obligations On the Closing Date, Buyer shall assume and agree to pay, perform and discharge the following (and only the following) liabilities and obligations of the Seller to the extent (and only to the extent) that they relate to the Customer List and Contracts (the "Assumed Liabilities"):

(a) all liabilities and obligations of Seller to provide Services after the Closing Date, and to permit any member of the Customer List and those with whom any customer listed on the Customer List may do business to utilize Buyer's services under any Contract after the Closing Date;

(b) all liabilities and obligations of Seller under each Contract that is identified in Appendix A and related primarily to the Services business (except any Customer Contract that Buyer has expressly rejected in writing to Seller within five (5) days of execution of this Agreement), to the extent such liabilities and obligations are incurred or performed on or after the Closing Date, and, notwithstanding the foregoing, to the extent that Buyer has not expressly rejected any listed contract in the manner provided, Buyer shall not assume (and shall not be deemed to have assumed) any such contract(s) unless and until Buyer (with assistance from Seller), shall have received all necessary consents to the assignment of such contracts to Buyer;

(c) all liabilities and obligations of Seller to third parties under any contracts with third parties that provide services that will be used by Buyer or its customers after the Closing Date, including, without limitation, commitments to utilize or lease telecommunications services, "Type II" circuits or any other circuits regardless of how such services are obtained; provided, however, that with respect to such contracts (and the liabilities and obligations thereunder), Buyer shall only assume such contracts (and the obligations and liabilities thereunder), to the extent Buyer notifies Seller of its intent to assume such contracts at least five (5) days prior to the Closing Date and furthermore, only to the extent such contracts may be validly assigned to Buyer. It is the understanding of Buyer and Seller that in the event Buyer does not notify Seller of its intent to assume such contracts within said time period, such contracts will be terminated by Seller on the Closing Date, and therefore Seller shall have no obligation to continue the lease or other provisioning of such services after the Closing Date; and

(d) such other liabilities and obligations as are specifically assumed by Buyer in writing.

The assumption by Buyer of the Assumed Liabilities shall not enlarge any rights of any entity under any contracts or arrangements with Seller. Nothing contained herein shall prevent Buyer from contesting any of the Assumed Liabilities with any third party obligee, nor limit Seller from taking action with respect to any third party obligee if such action is not directly in conflict with the interests of Buyer. Nothing contained herein shall prevent Buyer from seeking to renegotiate or restructure any Customer Contract or other Contract after the Closing Date to establish a new arrangement that it determines is more favorable to it, provided that such action shall have no adverse impact on Seller.

Section 1.4 Excluded Liabilities. Except as expressly provided in Section 1.3 above, Buyer is not assuming any liabilities or obligations of Seller, nor any liability of Seller to the extent related to the Excluded Assets, nor any liability under any federal, state, local or foreign environmental laws, whether disclosed or undisclosed, known or unknown (the "Excluded Liabilities"). Other than the Assumed Liabilities, Buyer has not agreed to pay, shall not be required to assume or pay and shall not have any liability or obligation of any kind or nature whatsoever with respect to, any and all claims, liabilities, accounts payable, commitments, guarantees, taxes, penalties or other obligations, in each case whether matured or unmatured, accrued, contingent, asserted or unasserted, or whether known or hereafter discovered, or otherwise of Seller including, without limitation, any penalties or fines or customer compensation, credit or reimbursement obligation (except as to non-cash customer credits) imposed by any regulatory authority or as a result of any settlement of customer complaints arising out of Seller's misconduct or violation of law, including any "slamming" or "cramming" charges pending or threatened in any civil complaint or cause of action by any federal, state, or local regulatory authority

concerning any past or present customer of Seller or any past or present business practices of Seller, it being understood that Seller shall assume such liability for any such debts, charges, penalties, fines, obligations, liabilities or taxes and Buyer disclaims, to the maximum extent permitted by law, each of the same.

ARTICLE II. PURCHASE PRICE ADJUSTMENT

Section 2.1 Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Purchased Assets being purchased by Buyer hereunder is Five Hundred Thousand Dollars (\$500,000.00) (subject to adjustment of the Escrow Amount as specified below), in immediately available funds (by wire transfer to GST Telecom Inc., Account Number 68365-808, ABA/Routing Number 126000024, Seafirst Bank, Seattle, Washington). The Purchase Price is allocated as follows: \$250,000 to the Customer List and Contracts, and \$250,000 to the PCI Communications accounts receivable specified in Section 1.1(f). One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Purchase Price allocated to the Customer List and Contracts (the "Escrow Amount") shall be held in escrow pursuant to the terms and conditions of this Agreement and the Escrow Agreement attached hereto as Appendix D.

Buyer shall pay to Seller the Purchase Price, excluding the Escrow Amount, on the Closing Date. Sixty (60) days after the Closing Date, Seller and Buyer shall evaluate the average monthly revenue generated by the customers listed on the Customer List (the "Revenue"), and if the Revenue is less than \$250,000 then Buyer may deduct the difference between \$250,000 and the Revenue, up to a maximum of \$150,000, from the Escrow Amount. If the Revenue is greater than or equal to \$250,000, Buyer shall remit to Seller the Escrow Amount, within ten (10) days of the evaluation of the Revenue. In no event shall the total of all adjustments payable to Buyer under this Agreement exceed the Escrow Amount, and in no event shall the Final Purchase Price (consisting of the Purchase Price less all adjustments) fall below Three Hundred and Fifty Thousand Dollars (\$350,000), nor shall it exceed Five Hundred Thousand Dollars (\$500,000).

Section 2.2 Allocation of Final Purchase Price. Buyer and Seller shall jointly agree upon the allocation of the Final Purchase Price among the various categories of Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder and all applicable provisions of state, local or foreign law. Each of the parties hereto agrees to prepare (jointly or independently, as appropriate) and file all Tax Returns (as such term is hereinafter defined), including Form 8594, in a manner consistent with such allocation and to report this transaction for federal, state, local and foreign income tax purposes in accordance with such allocation of the Final Purchase Price and shall use its best efforts to sustain such allocation in any subsequent tax audit, appeal or litigation.

Section 2.3 Closing Proration. (a) After Closing, any sales, ad valorem, real and personal property taxes, installments or special assessments, or similar payments that involve the Customer List and Contracts, which become due and payable on or after the Closing Date and relate to periods before or after the Closing Date, or both, shall be prorated and adjusted between each of Seller and Buyer as of the Closing Date on a per diem basis. Seller shall be responsible for and shall pay the portion of such amounts allocable to the period prior to the Closing Date. Buyer shall pay the portion of such amounts allocable to the period on or after the Closing Date. Buyer and Seller shall each pay one-half of such amounts as may be assessed for sales tax or other transfer tax related to this transaction, within such time as is required to remit such tax to any governmental entity.

(b) Notwithstanding the foregoing, Buyer shall file Tax Returns and shall pay such Taxes with respect to all telecommunications and other services, contracts and obligations anticipated by Article I that are incurred after the Closing Date. The Taxes referred to in the immediately preceding sentence include such amounts as are anticipated to be paid by regulatory bodies, including amounts which are or may be characterized as voluntary payments or assessments.

(c) Buyer and Seller shall each pay one-half of the fee charged by the Guam Telephone Authority pursuant to the National Exchange Carrier Association FCC Tariff #5, Section 13.4(l), to transfer the customers on the Customer List from Seller to Buyer. The parties agree that Seller shall remit the entire amount due as specified in the previous sentence to the Guam Telephone Authority, and Buyer shall reimburse Seller its respective share as provided in the previous sentence within fifteen (15) days of Seller's invoice to Buyer therefor.

ARTICLE III. THE CLOSING

Section 3.1 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at 4001 Main Street, Vancouver, Washington 98663 or another place established in advance by counsel for the Buyer and counsel for the Seller, and on a date not later than July 31, 1999, (unless extended to August 16, 1999 pursuant to Section XVII(b)), but only after all of the conditions to each parties' obligations under Articles VII and VIII have been satisfied (the "Closing Date").

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 4.1 Seller's Organization, Good Standing, Capitalization. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite power and authority to carry on its business as it is now being conducted.

Section 4.2 Authority; Execution; Delivery. Seller has full power and authority to enter into this Agreement and to sell the Purchased Assets in accordance with the terms hereof so as to vest in Buyer on the Closing Date good and marketable title to the Purchased Assets, free and clear of any claim, lien, pledge, option, charge, security interest or encumbrance of any nature whatsoever (collectively, "Liens"). The execution, delivery and performance of this Agreement by Seller has been duly and effectively authorized by all necessary corporate or other organizational action. No other corporate or other organizational proceedings on the part of Seller are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors rights in general, moratorium laws or by general principles of equity (the "Enforceability Limitations").

Section 4.3 Consents. (a) Except such consents, notices and filings that would not reasonably be expected to result in a material adverse effect on the Purchased Assets, taken as a whole (a "Material Adverse Effect"), all consents, notices and filings required to be obtained or given by or on behalf of Seller before consummation of the transactions contemplated by this Agreement have been obtained in compliance with all applicable laws, rules, regulations, orders or governmental or other agency directives of the Federal Communications Commission or the Guam Utilities Commission or the provisions of any document binding upon Seller as set forth on Appendix B, and all such consents or approvals shall be obtained and in full force and effect on the Closing Date, or Buyer shall have obtained an applicable waiver of requirements to obtain authorizations as set forth in Section 7.8.

(b) Except as stated on the attached Appendix B, neither the execution and delivery of this Agreement, the other agreements contemplated hereby, the consummation of the transactions contemplated herein or therein, nor compliance by Seller with any of the provisions hereof or thereof will (with or without the giving of notice or the passage of time) violate, conflict with, result in a breach of, constitute a default under, or result in the creation of any Lien upon the Customer List or Contracts, under any of the terms, conditions or provisions of (A) the certificate of incorporation and bylaws of

Seller, or (B) any note, bond, mortgage, indenture, deed of trust, or any license, agreement, or any other instrument or obligation to which Seller is a party, or by which Seller or any of Seller's assets or properties may be bound or affected.

Section 4.4 Taxes. (a) For purposes of this Agreement, the term "Tax" means any federal, state, local or foreign gross receipts, sales, use, telecommunications, rental, value added, ad valorem, transfer, turnover, franchise, profits, license, withholding, payroll, employment, excise, capital, severance, stamp, occupation, premium, property or windfall profits tax, alternative or add-on minimum tax, customs, duty or other tax, fee, assessment or charge of any kind whatsoever related to the Services business, together with any interest and any penalty, fine, addition to tax or additional amount imposed by any governmental department, court or other authority, whether domestic or foreign.

(b) For purposes of this Agreement, the term "Tax Return" means any report, return, declaration, statement, form, extension or other document filed or required to be filed with any federal, state, local or other governmental department, court or other authority in respect of Taxes related to the Services business.

(c) All Tax Returns required to be filed, as such filing date may have been extended, on or before the Closing Date by or on behalf of Seller both prior to and since January 1, 1999, have been or will be timely filed on or before the Closing Date.

(d) Seller, directly or through its agent(s), has or will have, within the time and the manner prescribed by law, paid (and until the Closing Date will pay within the time and in the manner prescribed by law) all Taxes required to be paid by it, except (1) for such Taxes that are being contested in good faith in appropriate proceedings, and (2) except for Taxes that may not have been payable until telecommunications services have been furnished to customers.

(e) There are no security interests on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Taxes and, except for liens for real and personal property Taxes that are not yet due and payable, there are no liens for any Tax upon any Asset.

(f) Seller is not currently being audited by any taxing authority with respect to the returns and reports described above, and there are no claims or assessments pending against Seller, including without limitation, any assessment of fines, penalties and interest for the failure to properly file any Tax Returns. Seller is not a party to any agreement providing for the allocation or sharing of any Taxes.

Section 4.5 Copies of Documents. Seller has delivered to Buyer true and complete copies of (or, in the case of any oral agreements or arrangements, true and complete written summaries thereof, along with any supporting verification, including but not limited to tape recordings of independent third party verifications, if any): contracts in its possession as of the date hereof which relate to any entity on the Customer List; and such other information as Buyer may reasonably request in anticipation of the execution of this Agreement and which Seller may reasonably provide; subject to the identification of any such agreement that will not be transferred or assigned, either in whole or in part, to Buyer. Seller has no knowledge of Customer complaints about Seller to any governmental agency with respect to the Contracts or Services.

Section 4.6 Tangible Properties. Seller has good and marketable title to the Purchased Assets, free and clear of Liens.

Section 4.7 Compliance with Laws. Except with respect to such matters which would not reasonably be expected to result in a Material Adverse Effect or as otherwise provided in Appendix B, Seller has complied with all statutes, regulations, rules, orders, ordinances, and other laws of the United States of America, and all state, local and foreign governments to which Seller, the Services and/or the Purchased Assets are subject. Seller has not received any notice of any violation of any

such law, regulation, order or other legal requirement and is not in default with respect to any order, writ, judgment, award, injunction or decree of any federal, state, local or foreign statute, regulation, rule, order, ordinance or other law to which Seller, the Services and/or the Purchased Assets are subject.

Section 4.8 Validity of Contracts. Each Contract is valid and enforceable in accordance with its terms, except as enforcement thereof may be limited by the Enforceability Limitations, and Seller is not in default under any material provision of any such contract. Upon Buyer's assumption of obligor's liability thereunder, each such contract as is assigned at the Closing will be valid and binding and enforceable by Buyer in accordance with its terms, except as enforcement thereof may be limited by the Enforceability Limitations, and except for such matters that would not reasonably be expected to result in a Material Adverse Effect.

Section 4.9 No Brokers. Seller has not entered into and will not enter into any agreement, arrangement or understanding with any person or firm which will result in the obligation of Buyer to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby or any other transaction.

Section 4.10 Litigation. There is no claim, litigation, action, suit, proceeding, investigation or inquiry, judicial or administrative, pending or, in Seller's knowledge, threatened against or affecting Seller, including any employee of Seller, in connection with the Services business that is the subject of this Agreement, other than as specified in Section 1.1(f). Seller is not subject to or in default with respect to any judgment, order, writ, injunction or decree or any governmental restriction that is reasonably likely to interfere with or prevent consummation of this transaction.

Section 4.11 Liabilities. Except for the obligations of employee payments, service performance, service delivery, tax payment, and similar liabilities, each of which would arise in the ordinary course of business, Seller is aware of no liabilities with respect to the Customer List or the Contracts.

Section 4.12 Customers. Prior to execution of this Agreement, no member of the Customer List has given notice to Seller of an intention to terminate or materially impair its business relationship with Seller and Seller has no knowledge of any event that would give rise to charges of "slamming" or "cramming" and thereby precipitate the impairment, or termination of, or failure to renew or entitle any such customer to terminate, such business relationship. Except for carrier customers, Seller does not provide telecommunications services to any customers in the Commonwealth of Guam, other than those identified in Appendix A.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

Section 5.1 Buyer's Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power to carry on its business as it is now being conducted. Buyer is duly qualified and in good standing in each jurisdiction in which qualification is necessary under applicable law to continue to serve the customers and to honor the Contracts.

Section 5.2 Authority; Execution and Delivery. Buyer has full corporate power and authority to enter into this Agreement and to purchase the Customer List and Contracts, in accordance with the terms hereof. The execution, delivery and performance of this Agreement and the other agreements contemplated hereby have been duly and effectively authorized by Buyer. No other corporate proceedings on the part of Buyer are necessary to authorize this Agreement and the transactions contemplated herein or therein. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against it, in

accordance with its terms, except as enforcement thereof may be limited by the Enforceability Limitations.

Section 5.3 No Brokers. Buyer has not entered into and will not enter into any agreement, arrangement or understanding with any person or firm which will result in the obligation of Seller to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby or any other transaction.

Section 5.4 Consents, No Conflicts, Etc. Neither the execution and delivery of this Agreement, the consummation by Buyer of the transactions contemplated herein nor compliance by Buyer with any of the provisions hereof will (with or without the giving of notice or the passage of time) violate, conflict with, result in a breach of, or constitute a default under any of the terms, conditions or provisions of (A) the certificate of incorporation or by-laws or similar organizational documents of Buyer, or (B) any note, bond, mortgage, indenture, deed of trust, or any lease agreement, or other instrument or obligations to which Buyer is a party, or by which Buyer or any of their respective assets or properties may be bound or affected, except in such case insofar as any such violation, conflict, breach, default would not be reasonably expected to result in a material adverse effect on the assets, business, condition (financial or otherwise), earnings or prospects of Buyer, taken as a whole.

Section 5.5 Litigation. Except as may be stated on Appendix C, there is no claim, litigation, action, suit, proceeding, investigation or inquiry, judicial or administrative, pending or, in Buyer's knowledge, threatened against or affecting Buyer, including any employee of Buyer, in connection with its operator services business that would interfere with or prevent the consummation of this transaction. Buyer is not subject to or in default with respect to any judgment, order, writ, injunction or decree or any governmental restriction that is reasonably likely to interfere with or prevent the consummation of this transaction.

ARTICLE VI. CERTAIN COVENANTS AND AGREEMENTS

Section 6.1 Non-Disclosure. Neither Seller nor Buyer will at any time from and after the date of this Agreement divulge, furnish or make accessible to anyone any knowledge or information with respect to the Services or any financial or other confidential or non-public information related to this transaction. Any information, which at or prior to the time of disclosure was generally available to the public through no breach of this covenant, shall not be deemed confidential information for purposes hereof. Notwithstanding the foregoing, this provision shall not apply if Buyer or Seller, on the advice of counsel, is legally required to disclose (including by oral questions, interrogatories, requests for information or documents subpoena or similar process) such information, or if required to disclose such information by the Securities and Exchange Commission or a stock exchange.

Section 6.2 Further Assurances. From and after the Closing Date, from time to time, at Buyer's request and without further consideration, Seller will execute and deliver or cause to be executed and delivered such other instruments and take such other actions as Buyer or its counsel may reasonably request to more effectively convey, transfer to and vest in Buyer, and to put Buyer in possession and operating control of all or any part of the Purchased Assets.

Section 6.3 Access to Customer List, Service Agreements; Due Diligence. Between the date hereof and the Closing Date, (i) authorized representatives of Buyer shall have reasonable access to all properties, books, Records, Contracts and other documents of Seller relating to the Services following reasonable notice to Seller, and at reasonable times, and accompanied by approved Seller personnel, (ii) Seller will furnish to Buyer all information with respect to the Customer List and Contracts, that Buyer may reasonably request, and (iii) Buyer shall have the right to contact the customers who are listed on the Customer List for the purpose of notifying them of the transaction contemplated herein and seeking any necessary authorization mandated by the regulations of the Federal Communications Commission as set forth in the Second Report and Order in CC Docket No.

94-129 (released Dec. 23, 1998). In the event the Closing does not occur, for any reason, Buyer agrees not to interfere with the contractual relationship of Seller with any customer, and shall not directly or indirectly solicit or entertain inquiries from customers for the provision of services of any kind.

Section 6.4 Conduct of Business with Customers. Taking into account the transactions contemplated by this Agreement, Seller will, from and after the date hereof up to and including the Closing Date, use its reasonable best efforts to cause the business anticipated by the Contracts to: (a) be conducted in the ordinary course of business and consistent with past practice; (b) take such action as may reasonably be necessary to preserve the Customer List and Contracts; (c) promptly advise Buyer in writing of any Material Adverse Change in the condition (financial or otherwise) of the Customer List and Contracts as a whole; (d) maintain existing excess liability insurance coverage in accordance with Seller's past practice; (e) perform in all material respects all obligations under any Contracts; and (f) not take any action that would prevent Seller from consummating the transactions contemplated by this Agreement. Notwithstanding the foregoing, Buyer acknowledges that Seller is in the process of winding down its operations in the Commonwealth of Guam, and selling its facilities in the Commonwealth of Guam to one or more third parties simultaneously with the transactions specified in this Agreement.

Section 6.5 Mutual Cooperation. The parties hereto will cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the conditions to the parties' obligations hereunder and to obtain as promptly as possible all consents, authorizations, orders or approvals from each and every third party, whether private or governmental, required in connection with the transactions contemplated by this Agreement. For thirty (30) days after the Closing, Seller agrees to provide any necessary administrative services and support that may be required to continue to perform under the Contracts in the ordinary course; provided that it is expressly agreed and understood that the term "necessary administrative services and support" shall not include long-distance, transport or access services and support, and that Seller is not required or expected to continue to operate its billing system with respect to customers involved in this transaction, or to maintain data or data files for or with respect to such customers. To the extent that Seller remains the only source of such assistance, Seller will provide additional assistance as it is requested by Buyer for an additional thirty (30) days thereafter, and will use reasonable efforts to cooperate with Buyer after that period. For the period commencing upon execution of this Agreement until the Closing Date, Seller agrees to reasonably assist Buyer in its efforts to obtain any required authorizations to effectuate the receipt of a waiver from the Federal Communications Commission as specified in Section 7.8. In addition, for the period commencing upon execution of this Agreement until the Closing Date, Seller agrees to reasonably assist Buyer in its efforts to obtain the cooperation of the Guam Telephone Authority ("GTA") in the reconfiguration of its telephone network to effectuate the orderly transition of the Customer Contracts as well as the customers on the Customer List from Seller to Buyer. Without limiting the generality of the foregoing provisions of Section 6.5, Seller shall use its best efforts to deliver to Buyer (in electronic format) information regarding the customers on the Customer List in order to permit Buyer to timely provide any required notices to such customers as well as to facilitate the GTA reconfiguration of the telephone network, and/or Seller will provide written authorization to GTA authorizing GTA to release such information to Buyer.

Section 6.6 Access to Books and Records; Cooperation. (a) Seller shall afford to Buyer and Buyer's auditing staff, accountants and other authorized representatives and Buyer shall afford to Seller and such representatives, upon reasonable notice, full access to the books and records related to the Customer List and Contracts prior to the Closing Date for a period of one (1) year following the Closing Date in connection with tax and accounting matters and other reasonable business purposes.

(b) Following the Closing the parties shall cooperate with each other to the extent reasonably necessary in the preparation, filing and audits of each parties' Tax Returns as they relate to the Customer List and Contracts. In connection therewith, each party shall, at the other's expense, make available to the other such personnel as shall be reasonably requested (so as not to

unreasonably interfere with any party's business) to aid in the preparation and audits of such Tax Returns.

Section 6.7 Consents. Buyer shall, except as otherwise provided herein, use its reasonable best efforts to obtain, prior to the Closing Date, all consents, waivers, novations, restructured agreements or approvals to the transactions contemplated by this Agreement or that may be required under any law or under any of the Contracts being sold, assigned to, or assumed by Buyer under this Agreement. To the extent required consents, waivers or approvals are not obtained prior to Closing with respect to the transfer of any such items, Buyer shall continue to use its reasonable best efforts to obtain a consent, waiver or approval with respect to each of such items as may be required for a period of thirty (30) days, after which the parties shall determine what further actions are appropriate under the circumstances. Notwithstanding the foregoing, Buyer acknowledges and agrees that it is Buyer's sole obligation to obtain any and all letters of authorization required by law, statute or regulation to transfer any customer on the Customer List from Seller to Buyer.

ARTICLE VII. CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or the waiver by Buyer, on or prior to the Closing Date, of the following conditions:

Section 7.1 Representations and Warranties True at the Closing Date. The representations and warranties of Seller contained in this Agreement shall be deemed to have been made on and as of the Closing Date and shall then be true and correct in all material respects (except those representations and warranties that are qualified by materiality which shall be true and correct in all respects), and on the Closing Date Seller shall have delivered to Buyer an officer's certificate to such effect.

Section 7.2 Seller's Performance. Each of the obligations of Seller to be performed on or before the Closing Date, pursuant to the terms of this Agreement, shall have been duly performed in all material respects by the Closing Date, and on the Closing Date Seller shall have delivered to Buyer an officer's certificate to such effect.

Section 7.3 Instruments of Conveyance and Transfer; Title Insurance. At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer (including, without limitation, where required, recordable assignments of any Intellectual Properties in recordable form), in form and substance reasonably satisfactory to Buyer and its counsel and consistent with this Agreement, as are effective to vest in Buyer, as applicable, good and marketable title to the Purchased Assets free and clear of any Liens. Simultaneously with such delivery, Seller shall take or cause to be taken all such other steps as are reasonably required hereunder to put Buyer in actual possession and control of the Purchased Assets.

Section 7.4 Material Adverse Change. There shall not have occurred any damage, attrition or destruction of, or loss to, any of the Customer List or Contracts, whether or not covered by insurance, which would reasonably be expected to result in a Material Adverse Effect, or which would affect the ability of Seller to consummate the transactions contemplated by this Agreement.

Section 7.5 Litigation. No claim, action, suit, investigation or other proceeding shall have been filed after the date hereof and be pending by any third party (including any governmental agency) before any court or administrative agency challenging or otherwise relating to the transactions provided for herein or which may materially affect the value of the transaction to Buyer.

Section 7.6 No Change in Law. There shall not have been any action taken or any statute enacted by any governmental authority which would render the parties unable to consummate the transactions contemplated herein or make the transactions contemplated herein illegal, or prohibit, restrict or substantially delay the consummation of the transactions contemplated herein.

Section 7.7 Documents. Seller shall have furnished Buyer with other documents, certificates and other instruments expected to be furnished pursuant to the terms hereof, or which are requested by Buyer and which Seller has available and can make available without unreasonable burden.

Section 7.8 Obtaining Waiver. Buyer shall have obtained a waiver from the Federal Communications Commission of the FCC's regulations regarding changes to preferred carriers (commonly referred to as anti-slamming rules) as set forth in the Second Report and Order in CC Docket No. 94-129 (released Dec. 23, 1998).

Section 7.9. Settlement. The parties shall have delivered the releases and documents contemplated by Article XXI below.

Section 7.10. GTA Actions. All actions have been taken by GTA that are necessary to reconfigure its telephone network to effectuate the orderly transition on the Closing Date of the Customer Contracts as well as the customers on the Customer List from Seller to Buyer.

ARTICLE VIII. CONDITIONS TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment, or the waiver by Seller, on or prior to the Closing Date, of the following conditions:

Section 8.1 Representations and Warranties True at the Closing Date. The representations and warranties of Buyer contained in this Agreement or in any other document delivered by Buyer pursuant hereto shall be deemed to have been made at and as of the Closing Date and shall then be true and correct in all material respects (except those representations and warranties that are qualified by materiality, which shall be true and correct in all respects), and on the Closing Date Buyer shall have delivered to Seller an officer's certificate to such effect.

Section 8.2 Buyer's Performance. (a) Each of the obligations of Buyer to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed in all material aspects by the Closing Date, and on the Closing Date Buyer shall have delivered to Seller an officer's certificate to such effect.

(b) Buyer shall, at the Closing, pay to Seller the Purchase Price, in accordance with Section 2 above.

Section 8.3 Material Adverse Change. There shall not have occurred any event or condition that is reasonably expected to result in a Material Adverse Effect, including, without limitation, any change in applicable federal or state laws, regulations or practices that would have a Material Adverse Effect.

Section 8.4 Approvals and Consents. Buyer shall have obtained and shall have delivered to Seller any requisite approvals and consents from governmental or regulatory bodies or agencies, whether federal, state, local or foreign.

Section 8.5 Litigation. No claim, action, suit, investigation or other proceeding shall have been filed after the date hereof and be pending by any third party (including any governmental agency)

before any court or administrative agency challenging or otherwise relating to the transactions provided for herein or which may materially affect the value of the transaction to Buyer.

Section 8.6 No Change in Law. There shall not have been any action taken or any statute enacted by any governmental authority which would render the parties unable to consummate the transactions contemplated herein or make the transactions contemplated herein illegal or prohibit, restrict or substantially delay the consummation of the transactions contemplated herein.

Section 8.7 Documents. Buyer shall have furnished Seller with documents, certificates and other instruments reasonably requested to be furnished to it pursuant to the terms hereof.

ARTICLE IX. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties contained in this Agreement shall survive the Closing for a period of one (1) year.

ARTICLE X. PAYMENT OF CERTAIN TAXES AND EXPENSES

Notwithstanding any other provision of this Agreement, all transfer, registration, stamp, documentary, escheats, excise, gross receipts, sales, use and similar Taxes, any penalties, interest and additions to such Taxes incurred in connection with this Agreement or the transactions contemplated hereby shall be the responsibility of and paid by Seller. Buyer shall not be responsible for Taxes of any kind that are incurred prior to the Closing Date. Each party to this Agreement shall cooperate in the timely making of all filings, returns, reports, and forms as may be required in connection therewith. Each party will be liable for its own costs and expenses incurred in connection with the negotiation, preparation, execution or performance of this Agreement, including without limitation, fees, costs and expenses of its own financial consultants, accountants and counsel.

ARTICLE XI. WAIVER

This Agreement shall not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing executed by the parties hereto. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

ARTICLE XII. NOTICES, ETC.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered in person or by recognized national courier, or mailed by first class, certified or registered mail, postage prepaid:

If to Seller: GST Telecom Pacific, Inc.
Contracts Manager
4001 Main Street
Vancouver, Washington 98663

with a copy to: GST Telecom Pacific, Inc.
Vice President, Finance
4001 Main Street
Vancouver, Washington 98663

If to Buyer: Startec Global Operating Company

10411 Motor City Drive
Bethesda, MD 20817
Attn: Prabav V. Maniyar, Sr. VP and CFO

With a copy to: Schnader Harrison Segal & Lewis
1300 Eye Street NW, 11th Floor East
Washington, DC 20005
Attn: Thomas L. Hanley

Any party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

ARTICLE XIII. ENTIRE AGREEMENT; AMENDMENT

This Agreement and the other agreements referred to herein and entered into in connection herewith set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof including all such agreements, arrangements and understandings between Seller and Buyer. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns. This Agreement shall not become effective until such time as executives of Seller and of Buyer at the level of senior vice president or higher shall have executed this Agreement.

ARTICLE XIV. PRESS RELEASES

Neither Buyer nor Seller shall issue any press release or make any public announcement of the transactions contemplated by this Agreement except as may be mutually agreed to in writing by Seller and Buyer; provided, however, that notwithstanding the foregoing, Buyer and Seller each shall be permitted, upon prior notice to the other, with an opportunity to agree upon the wording of such disclosure, to make such mandatory disclosures to the public or governmental authorities or a stock exchange as their respective counsel shall deem necessary to maintain compliance with, or to prevent violation of, applicable laws or stock exchange rules.

ARTICLE XV. GENERAL

This Agreement: (a) shall be construed and enforced in accordance with the laws of the State of Washington without giving effect to the choice of law principles thereof; (b) shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that nothing in this Agreement, expressed or implied, being intended to confer upon any other person any rights or remedies hereunder; and (c) may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties hereto agree that any action to enforce or interpret the terms of this Agreement shall be instituted and maintained only in the Federal District Court for the western district of Washington. Seller and Buyer hereby consent to the venue of such courts and waives any right to object to such venue.

ARTICLE XVI. SEVERABILITY

To the extent that any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and not in limitation of the foregoing, if the duration or geographic extent of, or business activity covered by, any provision of this

Agreement shall be in excess of that which is enforceable under applicable law, then such provision shall be construed to cover only that duration, extent or activities which may be validly and enforceably covered.

ARTICLE XVII. TERMINATION

This Agreement and the transactions contemplated hereby may be terminated at any time prior to Closing by written notice delivered by Seller to Buyer or by Buyer to Seller, as the case may be, in the following instances:

- (a) At any time prior to Closing by the mutual consent in writing of Seller and Buyer; or
- (b) By either party immediately upon written notice to the other party, if Closing has not occurred on or before July 31, 1999; provided, however, if any material consent has not been obtained prior to such date, then either party may elect to extend the date specified in this Section XVII(b) to a date not later than August 16, 1999, by written notice delivered to the other party prior to July 31, 1999; or
- (c) If this Agreement terminates pursuant to Section XVII(a) or Section XVII(b), no party shall have liability or obligation to the other party, except with respect to the confidentiality obligations set forth herein. Notwithstanding the foregoing, such termination shall not relieve any party of liability for any breach of this Agreement, except that neither party shall be liable for consequential damages.

ARTICLE XVIII. ASSIGNMENT

Prior to Closing, neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by Buyer, in whole or in part, without the written consent of Seller, except that: (a) Buyer may effect any such assignment to any affiliated company, including assignment for the purpose of closing this transaction and purchasing the Customer List and Contracts, but any such assignment shall not relieve Buyer of its duties and obligations to Seller contained in this Agreement, and (b) Seller may assign this Agreement to a parent, affiliate or subsidiary corporation, to any lender in the normal course of financing, or to any other party in its sole discretion.

ARTICLE XIX. NO THIRD PARTY BENEFICIARY

This Agreement is for the benefit of, and may be enforced only by, Seller and Buyer and their respective successors and transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party, except PCI Communications, GST Pacwest Telecom Hawaii, Inc., or any parent, affiliate or subsidiary of Buyer or Seller.

ARTICLE XX. INDEMNIFICATION

Seller agrees to fully indemnify, defend and hold harmless Buyer against any liability, loss, claim, damage or expense arising out of Seller's ownership or control of the Customer List and Contracts prior to the Closing, Seller's performance or non-performance with respect to any Contract, or any defect or failure by Seller with respect to the transfers contemplated by this Agreement.

Buyer agrees to fully indemnify, defend and hold harmless Seller against any liability, loss, claim, damage or expense arising out of Buyer's ownership or control of the Customer List and Contracts transferred from Seller to Buyer hereunder, after the Closing, Buyer's performance or non-performance with respect to any Contract after the Closing, or any defect or failure by Buyer with respect to the transfers contemplated by this Agreement. Notwithstanding any provisions of Section 1.3(c) to the contrary, Buyer agrees to indemnify, defend and hold harmless Seller against any liability, loss, claim, damage or expense arising out of Buyer's use of services under any contracts between

Seller and any third party to provide telecommunications services to Buyer or any customer on the Customer List or otherwise after the Closing Date, including without limitation such liability, loss, claim, damage or expense arising from leased or "Type II" circuits from third parties.

A party that fails to accept responsibility for defense or other handling of such a claim shall be fully responsible for all such sums as may be required to be paid by the other party on such claim upon final resolution of the claim, including sums paid in settlement or compromise, except for such sums as would not be required to be subject to indemnification because of their relation to events occurring before or after the Closing, as appropriate, and that are clearly the responsibility of a party.

ARTICLE XXI. SETTLEMENT OF LAWSUITS

As part of the transfer of certain accounts receivable under Section 1.1(f) above that are due and owing from PCI Communications to GST Telecom Pacific, Inc., GST Pacwest Telecom Hawaii, Inc., or any affiliate or subsidiary thereof, Buyer, Seller, PCI Communications, and GST Telecom Hawaii, Inc., agree to execute on the Closing Date any and all documents reasonably requested by the other parties hereto to settle any and all disputes arising from said accounts receivable or contracts thereunder, including without limitation any pending legal proceeding arising or directly related to such accounts receivable or contracts. Such documents shall be for the benefit of all parties hereto, and their parent, affiliate and subsidiary companies.

ARTICLE XXII. DISCLAIMER

IT IS THE EXPLICIT INTENT OF THE PARTIES HERETO THAT THE CUSTOMER LIST, CONTRACTS, AND OTHER PURCHASED ASSETS ARE BEING CONVEYED TO BUYER "WHERE IS," "AS IS," AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXCEPT THOSE SPECIFICALLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT. UNLESS OTHERWISE SPECIFICALLY SET FORTH IN ARTICLE IV HEREOF, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NO REPRESENTATION, WARRANTY, PROMISE, INDUCEMENT OR STATEMENT OF INTENTION HAS BEEN MADE BY SELLER OR BUYER THAT IS NOT EMBODIED IN THIS AGREEMENT.

ARTICLE XXIII. NONSOLICITATION

For a period of two (2) years following the Closing Date, Seller agrees that it shall not solicit within the territory of Guam any of the customers specified on the Customer List or otherwise specified within the Purchased Assets, to provide telecommunications or related services.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this day and year first above written.

STARTEC GLOBAL OPERATING COMPANY

By: [Signature]
Name: Anthony W. Mayes
Title: Senior Vice President & Chief Financial Officer

GST TELECOM PACIFIC, INC.

By: [Signature]
Name: Dan Trampush, CFO
Title: Jeffrey Mayhock, Sec'y

AND FOR PURPOSES OF SECTION 1.1(f) and ARTICLES XIX and XX ONLY:

PCI COMMUNICATIONS

By: [Signature]
Name: Anthony G. [unclear]
Title: Treasurer

GST PACWEST TELECOM HAWAII, INC.

By: [Signature]
Name: Dan Trampush, CFO
Title: Jeffrey Mayhock, Sec'y
Daniel F. Trampush

APPENDIX A

CONTRACTS

The following eleven (11) contracts constitute the Customer Contracts:

Telecommunications Services (Phone Cards):

36 COMS/LGCV (AAFB)
US Naval Hospital

Internet:

Guam CyberMag
Saipan Datacom

Hospitality:

Guam Airport Hotel/Kina Court
Onward Agana Beach Hotel
The Parc Hotel
Sherwood Resort
The Westin Resort

Reseller:

Access Telecom Pacific
Telepacific Network, Inc.

CUSTOMER LIST

(see attached 106 pages)

APPENDIX B
CONSENTS, NO VIOLATION, ETC.—SELLER

It is Buyer's sole obligation to secure any and all authorizations as required by law, statute or regulation, to change each Customer's preferred carrier from Seller to Buyer, unless waived by the Federal Communications Commission pursuant to Section 7.8 of this Agreement, provided however, that the foregoing shall not relieve Seller of its obligations regarding cooperation as set forth in Section 6.5 of the Agreement.

APPENDIX C
LITIGATION—BUYER

APPENDIX D
ESCROW AGREEMENT
(to be attached)